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LAW OFFICES OF WILLIAM L. COWIN

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IN THE UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA

FRESNO DIVISION

In re

CHAR PHAR INVESTMENTS, LLC,

Debtor.

Tax EIN #: 77-0573747
Address: 7255 E. Clarkson
Selma, CA 93662

CASE NO. 20-11992

Chapter 12

DC No.: WLC-6

Date: September 1, 2020, 2020
Time: 9:30 a.m.
Place: 2500 Tulare Street
Fresno, CA 93721
Courtroom 13
Judge: Honorable Rene Lastreto II

MOTION FOR AUTHORITY TO ASSUME LEASE

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Char Phar Investments, LLC, Debtor in the above-entitled case ("Debtor"), seeks an order authorizing assumption of a certain unexpired lease of non-residential real property of which the Debtor is lessor and in support of the Motion represents the following:

1. Jurisdiction for this Motion is based upon 28 USC §§ 1334(b) and (d) and General Orders 182 and 223 of the United States District Court for the Eastern District of California. This matter is a core proceeding in accordance with 28 U.S.C. §§ 157(b)(2)(A) and (M). Venue is proper in this Court in accordance with 28 U.S.C. § 1409(a).

2. This Motion is based upon 11 U.S.C. § 365(a), BR 9014 and LBR 9014-1.

3. The Debtor filed a Chapter 12 Petition on June 12, 2020.

4. The Debtor is the lessor under the following lease of non-residential real property.

LESSOR	DESCRIPTION
Blue River Farms, LLC	The Debtor owns 352 acres of farm land in Kern county which includes two 94.88 acre blocks of vineyard and the balance has buildings and open ground. The Debtor is leasing all but one of the 94.88 acre blocks of vines to the lessee. Accordingly, the lease covers the Debtor's 256.68 acres located in Kern County. 94.88 94.88 acres are planted to wine grapes and 161.80 acres are open ground and buildings. Related to and part of the lease are a pump and well sharing agreement. The lease is for 20 years and the rent is \$56,250 per quarter or a 33% crop share, whichever is higher, plus 25% of any net water sales after deducting Wheeler-Ridge Irrigation District and pumping costs lessee receives from 3 rd parties, excluding lessee. The lease includes a right of first refusal and a provision for water sales. The property is subject to a first deed of trust held by State Bank of India and a second deed of trust held by Fresno Truck Center. 94.88 acres of the vineyard are not being leased and is being farmed by the Debtor.

5. The Debtor seeks an Order authorizing assumption of the Lease on the grounds that the lease is valuable source of revenue to the Debtor as the leased grounds will assist Debtor in paying the Debtor's creditors and provide funding for the Debtor's farming on the 94.88 acres of vineyard not leased out.


6. The lessee is a creditor of the Debtor. There is no offset of rent against the amounts owed to the lessor.

WHEREFORE, the Debtor prays for an Order authorizing assumption of the Lease and seek such other and further relief as is just and proper.

Dated: July 27, 2020

LAW OFFICES OF WILLIAM L. COWIN

By:



William L. Cowin

Attorneys for Debtor